

EXHIBIT 1

3 OPENING A CONTRACT

- 3.1 **Your offer to buy a CFD:** On any Business Day you may initiate a CFD by offering to buy a CFD from us. We may make available, electronically or otherwise, a price quotation at which we are able to deal, which shall serve solely with reference to a CFD and you shall not acquire any right, title or interest to or in the underlying reference security and does not constitute an offer to sell a CFD.
- 3.2 **Our acceptance of your offer:** Our acceptance of your offer to open a CFD shall be subject to:
- (a) you having available and sufficient free equity in your account;
 - (b) no more than 20% of the net equity in your account being concentrated in a CFD(s) in the same underlying reference security; and
 - (c) the condition subsequent that we are able to establish a hedge/contra by means of a corresponding contract/position in the market, the inability of which shall entitle to us to rescind the contract at our option.
- 3.3 **Execution:** A CFD shall be deemed executed at the Contract Security Price at the time the hedge/contra is matched in whole or in part by any counterparty which may include us acting as a counterparty.

Where your actions initiate the execution of a hedge/contra transaction you will be deemed by us, for the limited purposes of complying with Applicable Regulations, to have acted as our secondee representative

4 PAYMENTS FOR DIFFERENCES

- 4.1 Commencing on the first Business Day after the parties have entered into the CFD and on each Business Day thereafter during the term of the CFD, Calculation Agent shall determine the Contract Value thereof.
- (a) if, on any Business Day during the term of the CFD, the current Contract Value is higher than the close of business Contract Value of the preceding Business Day, then the Short Party shall liable pay to the Long Party such difference; or
 - (b) if, on any Business Day during the term of the CFD, the current Contract Value is lower than the close of business Contract Value of the preceding Business Day, then the Long Party shall be liable to pay to the Short Party such difference.
- 4.2 All Payments to be made by a party in respect of any Contract shall be made in accordance with the account details specified in the relevant Confirmation or as otherwise agreed between the parties. For the avoidance of doubt, all Contracts hereunder shall be cash settled.
- 4.3 **Margin:** In addition to the payments to be made under clause entitled "Payments for Differences" hereof, the following payments shall be made by you:
- (a) you shall pay us the Margin Percentage (as advised by separate letter) multiplied by the Contract Value on the first Business Day of the term of the Contract, and;
 - (b) on each Business Day during the term of the Contract:
 - (i) if the Contract Value is higher than the preceding Business Day's close of business Contract Value, the you shall pay to us the amount of such increase multiplied by the Margin Percentage; or
 - (ii) if the Contract Value is lower than the preceding Business Day's close of business Contract Value, we shall pay you the amount of such decrease multiplied by the Margin Percentage.
 - (c) on the Contract Settlement Date of a Contract, we shall account to you all amounts received from you in respect of such Contract in accordance with paragraphs (a) and (b) of this clause hereof, or in the case of a Contract Settlement Date which relates to part only of a Contract, the appropriate proportion calculated pro rata.
- 4.4 **Interest:** Calculation Agent shall calculate interest payments as follows:
- (a) such rates of interest payable and/or receivable by us shall be notified to you separate letter; In addition to such interest you may receive on cash balances on your account, such interest may include a long CFD funding charge or a short CFD interest rebate.

- (b) long CFD funding/short CFD interest rebate shall accrue per annum and shall be payable daily by the party liable to make the payments.

5 CHARGES

- 5.1 **Commission:** On the first Business Day after the parties have entered into a CFD, you shall pay to us the Commission Fee as set out in the contract note or confirmation in respect thereof.
- 5.2 **Stock Borrowing:** In exceptional market conditions, we may pass on to you any stock borrowing charges.

6 DIVIDENDS

- 6.1 **Long CFD:** If you are the holder of a long CFD you will be credited with the synthetic value of the net dividend attributable to the underlying reference security to the CFD on the first Business Day following the ex-dividend date.
- 6.2 **Short CFD:** If you are the holder of a short CFD you will be debited with the synthetic value of the gross dividend attributable to the underlying reference security to the CFD on the first Business Day following the ex-dividend date.
- 6.3 **Change in dividend amount:** In the event that we determine in our sole discretion that there has been a change (as a result of a change in the interpretation or application by any court, governmental or other competent authority of, any applicable law or regulation) which has the effect of reducing or increasing the amount of the ordinary cash dividend per security payable to a UK tax-resident holder of a security, we shall re-calculate the payable or receivable synthetic value of the dividend amount with immediate effect by notice in writing to you.

7 CLOSING A CONTRACT

- 7.1 Before the close of business on any Business Day, you may give notice to us that you wish to sell any CFD (whether in whole or in part) specifying the underlying reference security and the proportion of such CFD that you wish to close. We shall use its reasonable endeavours to accept such request.
- 7.2 We shall use reasonable endeavours to ascertain/quote the Closing Price and notify you thereof (by telephone or otherwise). You shall forthwith notify us (by telephone or otherwise) whether or not you are willing to accept the Closing Price. If you accept the Closing Price, the CFD will be closed on the Closing Date. Any amounts payable by either of us shall be paid on the Contract Settlement Date.
- 7.3 Any such notice which is served by you shall take immediate effect.
- 7.4 Any such notice which is served by us in accordance with the terms of this Module shall take effect two Business Days following the giving of the notice, unless we are unable to borrow or maintain any borrowing of a underlying reference security which forms the subject of a CFD, in which case it shall serve a Closing Notice which shall take immediate effect.
- 7.5 Following receipt of a Closing Notice, we shall inform you of the Closing Price of the CFD and the CFD will be terminated on the Closing Date. Any amounts payable by either party to the Contract shall be paid on the Contract Settlement Date.
- 7.6 Open CFDs will automatically close on their Expiry Date at the Closing Price. Any amounts payable by either party to the CFD shall be paid on the Contract Settlement Date.

8 ADJUSTMENTS

- 8.1 If any security becomes subject to possible adjustment as the result of any of the events set out in sub-clause 8.2 below, Calculation Agent shall determine the appropriate adjustment, if any, to be made to the Contract Value of that security and/or the related Contract Quantity to account for the dilutive or concentrative effect necessary to preserve the economic equivalent of the rights and obligations of the parties under the relevant CFD immediately prior to that event, to be effective as of the date determined by Calculation Agent. Notice of any adjustment or amendment under this clause shall be given to you as soon as reasonably practicable after the determination thereof and shall be conclusive and binding on you in the absence of manifest error.
- 8.2 The events to which sub-clause 8.1 refers are the declarations by the issuer of the security of the terms of any of the following:

- (a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
 - (b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in money cash or money's worth) at less than the prevailing market price per share as determined by Calculation Agent;
 - (c) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares;
- 8.3 If at any time a take-over offer is made in respect of a security, then at any time prior to the closing date of such offer, we may give notice to you of our intention to close the CFD. The date of such notice will be the Closing Date and the provisions relating to the CFD closing shall apply and the Closing Price shall be such price as is notified to you by us.
- 8.4 Reference to "offer" "take-over" and "closing date" in this clause shall have the meanings given to them in the City Code on Take-Overs and Mergers (as amended from time to time).

9 **INSOLVENCY**

If a company, whose security represents all or part of the subject matter of a CFD, goes into insolvency, administration, receivership or is otherwise dissolved by an analogous event, the day on which such event occurs, or is declared shall be the Closing Date. The Closing Price shall be the value of the distribution a shareholder holding a security of the same type and class as the security which is the subject of the CFD would have received.

10 **MARKET SUSPENSION**

If at any time trading on a Market is suspended in any security which forms the subject of a CFD, the Contract Value shall be calculated with referenced intra day to the last traded price before the time of suspension, or the Closing Price if no Market trading in that security is undertaken during the Business Day on which a suspension occurs. In the event that the aforesaid suspension continues for five Business Days, both of us may in good faith agree a Closing Date and a Contract Value of the said CFD. In the absence of such agreement, the CFD shall remain open and margined in accordance with the provisions of this Module until such time as the aforesaid suspension is lifted or insolvency is declared.